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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

POOF-SLINKY, LLC,

*Plaintiff*

v.

A.S. PLASTIC TOYS CO., LTD., ALI FASHIONING TOY STORE, ALI-DREAM TOY STORE, ALI-JETTING TOY STORE, AMY & BENTON TOYS AND GIFTS CO., LTD., BABY SHOPPING EMM STORE, BABY TOY CITY STORE, BABY'S CENTER STORE, BABY-TOY WORLD STORE, BALA BABY FIRST, BAOCHENYI STORE, BB2019 STORE, BEAUTY & ATTRACTION, BELIEVE-FLY TRADING (TOYS) CO., LTD. SHANTOU, BETTER SHOP, BETTER LIFE, BILIDI CO., LTD. STORE, BOXIANGWANJU STORE, BTGEDTL STORE, BUY IN HERE STORE, CHANGED STORE, CHAOZHOU BURTON FOODSTUFF CO., LTD., CHAOZHOU CHAOAN HAPPINESS FOODS CO., LTD., CHAOZHOU CHAOAN LARK TRADE CO., LTD., CHERR TOY STORE, CHILD WONDERLAND STORE, CHILDREN'S GOODS STORE, COME ON 2015, CURIOUS&PROMISING BABY STORE, DALIAN HOLY TRADING CO., LTD., DONGGUAN BOWEN ELECTRONIC TECHNOLOGY LIMITED, DONGGUAN CITY YISEN PRECISION HARDWARE SPRING CO., LTD., ELEVEN 'S HOUSE, ENJOYING+UU STORE, FAIRYTOY STORE, FRIENDSHIP HXX STORE, FUNNY TOY STORE STORE, GJCUTE TOY STORE, GOODGIRL

**19-cv-9399 (ER)**

**AMENDED  
PRELIMINARY  
INJUNCTION ORDER**

STORE, GREAT INTERNATIONAL TOYS LIMITED, GUANGDONG HERSHEY SPRING INDUSTRIAL CO., LTD., GUANGDONG K.Y.F TRADING CO., LTD., HABAO STORE, HANG WING PLASTIC INDUSTRY CO., LTD., HAPPINESS CENTER STORE, HAPPYDEAL STORE, HARBIN YUANLONG IMPORT AND EXPORT TRADE CO., LTD., HEFEI SAI BEI TE TRADING CO., LTD., HENGJUN PLASTIC TOYS MANUFACTORY, HHSMILE STORE, HOW DO YOU DO STORE, INNOCENCE PARADISE, JIANGXI BOLAI PLASTIC INDUSTRY CO., LTD., JINJIANG SUPERSTARER IMPORT & EXPORT CO., LTD., JINMING TOYS & CRAFTS IMP.& EXP. CO., LTD., KIDS PLAYING STORE, LEFT MAGIC TRICK STORE, LEGE TRICK FACTORY STORE, LEORX PLAYTOY STORE, LICHENG TECHNOLOGY (SHENZHEN) CO., LTD., LIJIA GAME PRODUCTION (JIANGSU) CO., LTD., LIKEIT STORE, LILIToy STORE, LITTLE STARS MOTHER&BABY SUPPLIER STORE, LONG SHENG TOY STORE, LONGYAN LANG LING HENG CHUANG TRADING CO., LTD., LOVE LOVE CHILDREN BABY STORE, LOVESONG STORE, MAGICAL TRICKS STORE, MAKIKI STORE, MAMI'S BABY STORE, MAYUSCULOS OJOS STORE, MIDDLE, MILCEA GROBAL STORE, MINGO STORE, MOMMY N BABY EVERY NICE DAY STORE, MOTHER & CHILDREN CLOTHES STORE, MY BABY GIRL STORE, NBJUSTIN STORE, NINGBO EMBODY HOMEWARE CO., LTD., NINGBO GYL INTERNATIONAL TRADING CO., LTD., NINGBO HUAMAO INTERNATIONAL TRADING CO., LTD., NINGBO KELSUN INTL TRADE CO., LTD., NINGBO LIJIA INDUSTRY CO., LTD., NINGBO SELLERS UNION CO., LTD., NINGBO YINZHOU BOTE SPRING ELECTRICAL EQUIPMENT FACTORY, NINGBO ZHENRONG INTERNATIONAL TRADING CO., LTD. (JUST IN), PREGNANT CHILD BABY ACCESSORIES STORE, PUJIANG SONDER CRAFT CO., LTD., PURPLE STORE, SEE YOU AGAIN^\_^, SHANGHAI WISDOM IMPORT AND EXPORT CO., LTD., SHANGHAI ZEBRAJOY GIFTS CO., LTD., SHANTOU BORONG TOYS CO., LTD., SHANTOU CHENGHAI BEIBEI TOYS, SHANTOU CHENGHAI BIG BAG TOYS COMPANY LIMITED, SHANTOU CHENGHAI HAODA TOYS CO., LTD., SHANTOU CHENGHAI HENGYA TOYS CO., LTD., SHANTOU CHENGHAI HENGYING TOYS CO., LTD., SHANTOU CHENGHAI HUIKE TOYS FIRM, SHANTOU CHENGHAI KAISHENGLONG TOYS FACTORY, SHANTOU CHENGHAI MAYA TOYS FACTORY, SHANTOU

CHENGHAI PENGCHENG TOY IND. CO., LTD.,  
SHANTOU CHENGHAI SHUNFENG CRAFT FACTORY,  
SHANTOU CHENGHAI SWEET BABY TOYS FIRM,  
SHANTOU CHENGHAI YAKAI TOYS FACTORY,  
SHANTOU CHENGHAI YAXING PLASTIC AND METAL  
MANUFACTORY, SHANTOU CHENGHAI  
YUANSHEG TOYS INDUSTRY CO., LTD., SHANTOU  
CHENGHAI YUEQI TOYS FIRM, SHANTOU CHENGJI  
TOYS & GIFTS CO., LTD., SHANTOU CINDA TOYS CO.,  
LTD., SHANTOU CITY BHX TOYS CO., LTD.,  
SHANTOU CITY CHENGHAI XINBOOMING TOYS  
FACTORY, SHANTOU CYBER TOYS BUSINESS,  
SHANTOU EVER PROSPEROUS TRADING CO., LTD.,  
SHANTOU GUANGBAI CRAFTS & TOYS CO.,  
LIMITED, SHANTOU H&C TOYS & CRAFTS  
MANUFACTORY, SHANTOU HONGNA CANDY TOYS  
CO., LTD., SHANTOU JINYU TRADING CO., LTD.,  
SHANTOU KUNYANG TRADING CO., LTD., SHANTOU  
LIHUI TOYS CO., LTD., SHANTOU LONGHU  
XUCHANG TOYS FIRM, SHANTOU LUCKY TOYS &  
GIFT FIRM, SHANTOU MEGAFUN TOYS INDUSTRIAL  
LTD., SHANTOU MEIHUI TOYS CO., LTD., SHANTOU  
MINGTONG TOYS INDUSTRIAL CO., LTD., SHANTOU  
RONGHEQIANG TRADE CO., LTD., SHANTOU  
RUNFENDDA TOYS FIRM, SHANTOU SOUTH TOYS  
FACTORY, SHANTOU SUNNY TOYS INDUSTRIAL CO.,  
LTD., SHANTOU TIANYI TOYS INDUSTRIAL CO.,  
LTD., SHANTOU XINLIANG TOYS FACTORY,  
SHANTOU YICHENG TOYS FACTORY, SHANTOU  
YINGXING TOYS COMPANY LIMITED, SHANTOU  
ZHILETIAN TOYS TRADING CO., LTD., SHAOXING  
JINLANGTE SPORTS GOODS CO., LTD., SHAOXING  
YAONE GIFTS CO., LTD., SHENZHEN CITY BOTREE  
TOYS FACTORY, SHENZHEN E-18TH TECHNOLOGY  
CO., LTD., SHENZHEN EDUCATIONAL EQUIPMENT  
CO LTD, SHENZHEN FOCALVALUE TECHNOLOGY  
CO., LTD., SHENZHEN GIFT JOINT PROMO CO., LTD.,  
SHENZHEN JYC TECHNOLOGY LTD. (BEAUTY CARE  
BRANCH), SHENZHEN SHENGMA HARDWARE  
SPRING CO., LTD., SHENZHEN WTYD TECHNOLOGY  
LIMITED, SHENZHEN X-WORLD TECHNOLOGY CO.,  
LTD., SHGEZM TOY STORE, SHOP2784166 STORE,  
SHOP2919053 STORE, SHOP3851047 STORE,  
SHOP4558035 STORE, SICHUAN TRANMEC  
MACHINERY I/E CO., LTD., SIMPLE HAPPY LIFE,  
SURPRISE GIFTS STORE, WANJU STORE, WENLING  
BESTONE COMMODITY FACTORY, WUXI OCEAN  
IMPORT AND EXPORT CO., LTD., XIAMEN MINE  
TRADING CO., LTD., XINHENGXIN ELECTRONIC CO.,

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LTD., Y&H TOY STORE, YIWU B&T CRAFTS & ARTS CO., LTD., YIWU BAY IMPORT AND EXPORT CO., LTD., YIWU CHANGQING TOYS CO., LTD., YIWU CHU TAI ART & CRAFTS CO., LTD., YIWU CITY JO TOYS CO., LTD., YIWU HECHENG IMPORT & EXPORT CO., LTD., YIWU HUAGUDUO TOYS CO., LTD., YIWU JIANDU CRAFTS CO., LTD., YIWU LADSOU L GARMENT ACCESSORY CO., LTD., YIWU LINTAI IMPORT & EXPORT CO., LTD., YIWU PARTY UNION IMP & EXP CO., LTD., YIWU POWER IMPORT & EXPORT CO., LTD., YIWU QIDA HOUSEHOLD ITEMS FACTORY, YIWU QUANFA IMPORT & EXPORT COMPANY LIMITED, YIWU SHINCOO ART & CRAFTS CO., LTD., YUGUO BABY STORE, YUYAO XUEYOU TEACHING EQUIPMENT CO., LTD., ZELA STOREM, ZHANGPING TK TOYS AND GIFTS CO., LTD. and ZHEJIANG LISHENG SPRING CO., LTD.,

*Defendants*


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## **GLOSSARY**

<b>Term</b>	<b>Definition</b>
<b>Plaintiff or Poof-Slinky</b>	Poof-Slinky, LLC
<b>Defendants</b>	<p>A.S. Plastic Toys Co., Ltd., Ali Fashioning Toy Store, Ali-Dream Toy Store, Ali-Jetting Toy Store, Amy &amp; Benton Toys And Gifts Co., Ltd., Baby SHopping emm Store, Baby Toy City Store, Baby's Center Store, Baby-Toy World Store, Bala Baby First, BaoChenYi Store, BB2019 Store, Beauty &amp; Attraction, Believe-Fly Trading (Toys) Co., Ltd. Shantou, Better Shop, Better Life, Bilidi Co., Ltd. Store, boxiangwanju Store, BTGEDTL Store, Buy in here Store, Changed Store, Chaozhou Burton Foodstuff Co., Ltd., Chaozhou Chaoan Happiness Foods Co., Ltd., Chaozhou Chaoan Lark Trade Co., Ltd., Cherr Toy Store, Child Wonderland Store, Children's Goods Store, Come On 2015, Curious&amp;Promising BABY Store, Dalian Holy Trading Co., Ltd., Dongguan Bowen Electronic Technology Limited, Dongguan City Yisen Precision Hardware Spring Co., Ltd., Eleven 's House, Enjoying+UU Store, FairyToy Store, Friendship hxx Store, Funny Toy Store Store, GJCUTE Toy Store, goodgirl Store, GREAT INTERNATIONAL TOYS LIMITED, Guangdong Hershey Spring Industrial Co., Ltd., Guangdong K.Y.F Trading Co., Ltd., Habao Store, Hang Wing Plastic Industry Co., Ltd., Happiness Center Store, happydeal Store, Harbin Yuanlong Import and Export Trade Co., Ltd., Hefei Sai Bei Te Trading Co., Ltd., Hengjun Plastic Toys Manufactory, hhsmile Store, How do you do Store, Innocence paradise, Jiangxi Bolai Plastic Industry Co., Ltd., Jinjiang Superstarer Import &amp; Export Co., Ltd., Jinming Toys &amp; Crafts Imp.&amp; Exp. Co., Ltd., Kids Playing Store, left magic trick Store, Lege Trick Factory Store, Leorx PlayToy Store, Licheng Technology (Shenzhen) Co., Ltd., Lijia Game Production (Jiangsu) Co., Ltd., Likeit Store, LiliTOY Store, Little Stars Mother&amp;Baby Supplier Store, LONG SHENG TOY Store, Longyan Lang Ling Heng Chuang Trading Co., Ltd., Love Love children baby store, LoveSong Store, magical tricks Store, Makiki Store, MAMI'S BABY Store, Mayusculos Ojos Store, Middle, Milcea Grobal Store, MINGO Store, Mommy n Baby Every nice day Store, Mother &amp; Children Clothes Store, My Baby Girl Store, nbjustin Store, Ningbo Embody Homeware Co., Ltd., Ningbo GYL International Trading Co., Ltd., Ningbo Huamao International Trading Co., Ltd., Ningbo Kelsun Intl</p>

	<p>Trade Co., Ltd., Ningbo Lijia Industry Co., Ltd., Ningbo Sellers Union Co., Ltd., Ningbo Yinzhou Bote Spring Electrical Equipment Factory, Ningbo ZhenRong International Trading Co., Ltd. (JUST IN), Pregnant Child Baby Accessories Store, Pujiang Sonder Craft Co., Ltd., Purple Store, See you Again^_^, Shanghai Wisdom Import And Export Co., Ltd., Shanghai Zebrajoy Gifts Co., Ltd., Shantou Borong Toys Co., Ltd., Shantou Chenghai Beibei Toys, Shantou Chenghai Big Bag Toys Company Limited, Shantou Chenghai Haoda Toys Co., Ltd., Shantou Chenghai Hengya Toys Co., Ltd., Shantou Chenghai Hengying Toys Co., Ltd., Shantou Chenghai Huike Toys Firm, Shantou Chenghai Kaishenglong Toys Factory, Shantou Chenghai Maya Toys Factory, Shantou Chenghai Pengcheng Toy Ind. Co., Ltd., Shantou Chenghai Shunfeng Craft Factory, Shantou Chenghai Sweet Baby Toys Firm, Shantou Chenghai Yakai Toys Factory, Shantou Chenghai Yaxing Plastic And Metal Manufactory, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Chenghai Yueqi Toys Firm, Shantou Chengji Toys &amp; Gifts Co., Ltd., Shantou Cinda Toys Co., Ltd., Shantou City BHX Toys Co., Ltd., Shantou City Chenghai Xinbooming Toys Factory, Shantou Cyber Toys Business, Shantou Ever Prosperous Trading Co., Ltd., Shantou Guangbai Crafts &amp; Toys Co., Limited, Shantou H&amp;C Toys &amp; Crafs Manufactory, Shantou Hongna Candy Toys Co., Ltd., Shantou Jinyu Trading Co., Ltd., Shantou Kunyang Trading Co., Ltd., Shantou Lihui Toys Co., Ltd., Shantou Longhu XuChang Toys Firm, Shantou Lucky Toys &amp; Gift Firm, Shantou Megafun Toys Industrial Ltd., Shantou Meihui Toys Co., Ltd., Shantou Mingtong Toys Industrial Co., Ltd., Shantou Rongheqiang Trade Co., Ltd., Shantou Runfendda Toys Firm, Shantou South Toys Factory, Shantou Sunny Toys Industrial Co., Ltd., Shantou Tianyi Toys Industrial Co., Ltd., Shantou Xinliang Toys Factory, Shantou Yicheng Toys Factory, Shantou Yingxing Toys Company Limited, Shantou Zhiletian Toys Trading Co., Ltd., Shaoxing Jinlangte Sports Goods Co., Ltd., Shaoxing Yaone Gifts Co., Ltd., Shenzhen City Botree Toys Factory, Shenzhen E-18th Technology Co., Ltd., shenzhen educational equipment co ltd, Shenzhen Focalvalue Technology Co., Ltd., Shenzhen Gift Joint Promo Co., Ltd., Shenzhen JYC Technology Ltd. (Beauty Care Branch), Shenzhen Shengma Hardware Spring Co., Ltd., Shenzhen WTYD Technology Limited, Shenzhen X-World Technology</p>
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	Co., Ltd., SHgeZm Toy Store, Shop2784166 Store, Shop2919053 Store, Shop3851047 Store, Shop4558035 Store, Sichuan Tranmec Machinery I/E Co., Ltd., Simple Happy Life, Surprise Gifts Store, wanju Store, Wenling Bestone Commodity Factory, Wuxi Ocean Import and Export Co., Ltd., Xiamen MINE Trading Co., Ltd., Xinhengxin Electronic Co., Ltd., Y&H Toy Store, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Bay Import And Export Co., Ltd., Yiwu Changqing Toys Co., Ltd., Yiwu Chu Tai Art & Crafts Co., Ltd., Yiwu City JO Toys Co., Ltd., Yiwu Hecheng Import & Export Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Jiandu Crafts Co., Ltd., Yiwu Ladsoul Garment Accessory Co., Ltd., Yiwu Lintai Import & Export Co., Ltd., Yiwu Party Union Imp & Exp Co., Ltd., Yiwu Power Import & Export Co., Ltd., Yiwu Qida Household Items Factory, Yiwu Quanfa Import & Export Company Limited, Yiwu Shincoo Art & Crafts Co., Ltd., YUGUO baby Store, Yuyao Xueyou Teaching Equipment Co., Ltd., Zela Storem, Zhangping TK Toys And Gifts Co., Ltd. and Zhejiang Lisheng Spring Co., Ltd.
<b>Orel Defendants</b>	A.S. Plastic Toys Co., Ltd., Amy & Benton Toys And Gifts Co., Ltd., Believe-Fly Trading (Toys) Co., Ltd. Shantou, GREAT INTERNATIONAL TOYS LIMITED, Guangdong Hershey Spring Industrial Co., Ltd., Hengjun Plastic Toys Manufactory, Longyan Lang Ling Heng Chuang Trading Co., Ltd., Ningbo ZhenRong International Trading Co., Ltd. (JUST IN), Shantou Chenghai Haoda Toys Co., Ltd., Shantou Chenghai Hengya Toys Co., Ltd., Shantou Chenghai Kaishenglong Toys Factory, Shantou Chenghai Pengcheng Toy Ind. Co., Ltd., Shantou Chenghai Sweet Baby Toys Firm, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Chenghai Yueqi Toys Firm, Shantou City Chenghai Xinbooming Toys Factory, Shantou H&C Toys & Crafs Manufactory, Shantou Jinyu Trading Co., Ltd., Shantou Kunyang Trading Co., Ltd., Shantou Longhu XuChang Toys Firm, Shantou Lucky Toys & Gift Firm, Shantou Mingtong Toys Industrial Co., Ltd., Shantou South Toys Factory, Shantou Tianyi Toys Industrial Co., Ltd., Shaoxing Jinlangte Sports Goods Co., Ltd., Shenzhen Gift Joint Promo Co., Ltd., Shenzhen X-World Technology Co., Ltd., Wenling Bestone Commodity Factory, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Power Import & Export Co., Ltd., Yiwu Qida Household Items Factory, Zhangping TK Toys And Gifts Co., Ltd., hhsmile Store, and nbjustin Store

<b>Alibaba</b>	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York
<b>AliExpress</b>	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiff
<b>NAL</b>	New Alchemy Limited, a company that provides intellectual property infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or other merchants offering for sale and/or selling counterfeit products on online marketplace platforms
<b>New York Addresses</b>	244 Madison Ave., Suite 411, New York, New York 10016; 944 Havemeyer Ave., Bronx, New York, 10473; 20 Cooper Sq., New York, New York 10003; 69 W 9th St., New York, New York, 10011; 253 Broadway, New York, New York, 10007; 40 E 7th St., New York, New York, 10003
<b>Complaint</b>	Plaintiff's Complaint filed on October 10, 2019
<b>Application</b>	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 10, 2019
<b>Conway Dec.</b>	Declaration of Laurie Conway in Support of Plaintiff's Application
<b>Arnaiz Dec.</b>	Declaration of Jessica Arnaiz in Support of Plaintiff's Application
<b>Scully Dec.</b>	Declaration of Brieanne Scully in Support of Plaintiff's Application
<b>Slinky Marks</b>	U.S. Trademark Registration Nos: 5,286,991 for “  ” for a variety of goods in Class 28;



	 2,402,881 for “ ” for a variety of goods in Class 28; and 1,455,493 for “SLINKY” for a variety of goods in Class 28
<b>Slinky Products</b>	A precompressed helical spring toy that can perform a number of tricks, which come in a variety of sizes colors and materials that can light up and make noise
<b>Counterfeit Products</b>	Products bearing or used in connection with the Slinky Marks, and/or products in packaging and/or containing labels and/or hang tags bearing the Slinky Marks, and/or bearing or used in connection with marks that are confusingly similar to the Slinky Marks and/or products that are identical or confusingly similar to the Slinky Products
<b>Infringing Listings</b>	Defendants’ listings for Counterfeit Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<b>Defendants’ Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants’ Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants’ User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal

	property of Defendants
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise

WHEREAS, Plaintiff having moved *ex parte* on October 10, 2019 against Defendants for the following: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery;

WHEREAS, the Court entered an Order granting Plaintiff's Application on October 10, 2019 which ordered Defendants to appear on October 24, 2019 at 2:00 p.m. to show cause why a preliminary injunction should not issue;

WHEREAS, on October 16, 2019, pursuant to the alternative methods of service authorized by the TRO, Plaintiff served the Summons, Complaint, TRO, all papers filed in support of the Application on each and every Defendant;

WHEREAS, on October 24, 2019 at 2:00 p.m., Plaintiff appeared at the Show Cause Hearing, in addition to Sergei Orel, Esq. on behalf of sixteen unidentified defendants.

WHEREAS, on October 24, 2019, the Court extended the TRO against all Defendants until November 7, 2019.

WHEREAS, on November 27, 2019, Mr. Orel filed a motion to dismiss on behalf of thirty-four Defendants ("Orel Defendants").

WHEREAS, on December 13, 2019, the Court entered an Order, *inter alia*, extending the TRO against the Orel Defendants pending the outcome of the motion to dismiss.

### **ORDER**

1. This Order is applicable to all Defendants, except the Orel Defendants.
2. The injunctive relief previously granted in the TRO shall remain in place through the pendency of this litigation, and issuing this Order is warranted under Federal Rule of Civil

Procedure 65 and Section 34 of the Lanham Act.

a) Accordingly, Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Slinky Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Slinky Marks;
- ii. directly or indirectly infringing in any manner any of Plaintiff's Slinky Marks;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Slinky Marks to identify any goods or services not authorized by Plaintiff;
- iv. using any of Plaintiff's Slinky Marks or any other marks that are confusingly similar to the Slinky Marks on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of

any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;

- vi. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- vii. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
- viii. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs 2(a)(i) through 2(a)(vii) above and 2(b)(i) through 2(b)(ii) and 2(c)(i) below.

b) Accordingly, the Third Party Service Providers and Financial Institutions are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

- i. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
  - ii. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts, Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
  - iii. knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs 2(a)(i) through 2(a)(vii) and 2(b)(i) through 2(b)(ii) above.
- c) Accordingly, the Third Party Service Providers are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:
  - i. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts insofar as they are connected to the Counterfeit Products;
  - ii. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts, Merchant Storefronts, Defendants' Assets and the manufacture,

importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and

- iii. knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs 2(a)(i) through 2(a)(vii), 2(b)(i) through 2(b)(ii) and 2(c)(i) through 2(c)(ii) above.

- 3. As sufficient cause has been shown, the asset restraint granted in the TRO shall remain in place through the pendency of this litigation, including that:

- a) within seven (7) days of receipt of notice of this Order, any newly discovered Financial Institutions who are served with this Order shall locate and attach Defendants' Financial Accounts, shall provide written confirmation of such attachment to Plaintiff's counsel and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

- 4. As sufficient cause has been shown, the expedited discovery previously granted in the TRO shall remain in place through the pendency of this litigation, including that:

- a) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff's counsel.
- b) Plaintiff may serve requests for the production of documents pursuant to Rules 26 and

34 of the Federal Rules of Civil Procedure and Defendants who are served with this Order, their respective officers, employees, agents, servants and attorneys and all persons in active concert or participation with any of them who receive actual notice of this Order shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

- c) Within fourteen (14) days after receiving notice of this Order, all Financial Institutions who receive service of this Order shall provide Plaintiff's counsel with all documents and records in their possession, custody or control (whether located in the U.S. or abroad), relating to any and all of Defendants' Financial Accounts, User Accounts and Merchant Storefronts, including, but not limited to, documents and records relating to:
- i. account numbers;
  - ii. current account balances;
  - iii. any and all identifying information for Defendants and Defendants' User Accounts, including names, addresses and contact information;
  - iv. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents, and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
  - v. any and all deposits and withdrawal during the previous year from each and every of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements;
  - vi. any and all wire transfers into each and every of Defendants' Financial Accounts



during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number;

- vii. any and all User Accounts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts that Defendants have ever had and/or currently maintain;
  - viii. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
  - ix. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts, a full accounting of Defendants' sales history and listing history under such accounts, and Defendants' Financial Accounts associated with Defendants' User Accounts; and
  - x. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing one or more of the Slinky Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Slinky Marks.
- d) Within fourteen (14) days of receipt of service of this Order, the Third Party Service Providers shall provide to Plaintiff's counsel all documents and records in its possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and

Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- i. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the Third Party Service Providers;
  - ii. the identities, location and contact information, including any and all e-mail addresses of Defendants;
  - iii. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
  - iv. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Slinky Marks and/or marks that are confusingly similar to, identical to and constitute an infringement of the Slinky Marks.
5. As sufficient cause has been shown, and pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following

means:

- a) delivery of: (i) a PDF copy of this Order or (ii) a link to a secure website (including NutStore, a large mail link created through Rmail.com or via website publication through a specific page dedicated to this Lawsuit accessible through [ipcounselorslawsuit.com](http://ipcounselorslawsuit.com)) where each Defendant will be able to download a PDF copy of this Order, to Defendants' e-mail addresses as identified in Schedule A or may otherwise be determined; or
  - b) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, providing a link to a secure website (such as NutStore or a large mail link created through Rmail.com) where each Defendant will be able to download a PDF copy of this Order.
6. As sufficient cause has been shown, that such alternative service by electronic means ordered in the TRO and herein shall be deemed effective as to Defendants, Third Party Service Providers and Financial Institutions through the pendency of this action.
7. As sufficient cause has been shown, service of this Order shall be made on and deemed effective as to the Third Party Service Providers and Financial Institutions if it is completed by the following means:
- a) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at [EEOMALegalSpecialist@paypal.com](mailto:EEOMALegalSpecialist@paypal.com);
  - b) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where

AliPay.com Co., Ltd., Ant Financial Services will be able to download a PDF copy of this Order via electronic mail Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;

- c) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
  - d) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer Inc. will be able to download a PDF copy of this Order via electronic mail to Payoneer Inc.'s Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer Inc., at Edward.Tulin@skadden.com; and
  - e) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong Global Solutions Inc. will be able to download a PDF copy of this Order via electronic mail to PingPong Global Solutions Inc.'s Legal Department at xieqt@pingpongx.com and legal@pingpongx.com and Matthew Ball, counsel for PingPong Global Solutions Inc., at Matthew.Ball@khgates.com.
8. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this Order and any act by them or anyone of them in violation of this Order may be considered and prosecuted as in contempt of this Court.
9. The \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Order is terminated.

10. This Order shall remain in effect during the pendency of this action, or until further order of the Court.

11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two (2) days' notice to Plaintiff or on shorter notice as set by the Court.

**SO ORDERED.**

SIGNED this 3rd day of January, 2020.  
New York, New York



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HON. EDGARDO RAMOS  
UNITED STATES DISTRICT JUDGE